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GERALD ARMSTRONG
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF LOS ANGELES
12

13 CHURCH OF SCIENTOLOGY) No. BC 052395
14 INTERNATIONAL, a California)
not-for-profit religious)
15 corporation;) [Proposed] ORDER
16 Plaintiffs,)
17 vs.)
18 GERALD ARMSTRONG; DOES 1)
through 25, inclusive,)
19 Defendants.)
20)
21)

22 On June 11, 1992, the motion to strike brought by Defendant
GERALD ARMSTRONG came regularly on for hearing.

23 Having read and considered the papers filed in support of and
24 in opposition to said motion to strike and GOOD CAUSE appearing
25 therefor

26 it is **HEREBY ORDERED** as follows:

- 27 1. In Paragraph 2, commencing at page 2, lines 9 through 21
28

1 as follows:

2 Armstrong, a former [Scientology] member who sought, by both
3 litigation and covert means, to disrupt the activities of his
4 former faith, displayed through the years and intense and
5 abiding hatred for [Scientology], and an eagerness to annoy
6 and harass his former co-religionists by spreading enmity and
7 hatred among member and former members. Plaintiff sought,
8 with the Agreement, to end all of Armstrong's covert
9 activities against it, along with the litigation itself. For
10 that reason, the Agreement contained carefully negotiated and
11 agreed-upon confidentiality provisions and provisions
12 prohibiting Armstrong from fomenting litigation against
13 plaintiff by third parties. These provisions were bargained
14 for by plaintiff to ut an end to the enmity and strife
15 generated by Mr. Armstrong once and for all.

16 [] Granted

17 [] Denied

18 [] Modified

19 2. In Paragraph 3, page 2, line 22:

20 ". . . deliberate and . . ."

21 [] Granted

22 [] Denied

23 [] Modified

24 3. In Paragraph 3, page 2, lines 25-28:

25 ". . . Armstrong appears to consider that his obligations
26 under the Agreement ended as soon as he had finished spending
27 the money he extracted from plaintiff as the price of his
28 signature."

29 [] Granted

30 [] Denied

31 [] Modified

32 4. In Paragraph 3, page 3, lines 6-8:

33 ". . . Armstrong appears to delight in renewing his annoying

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and harassing activities, admitting to them in sworn declarations, and refusing to end his improper liaisons."

- [] Granted
- [] Denied
- [] Modified

5. In Paragraph 9, page 4, lines 7-9:

"Each provision of the Agreement was carefully framed by the parties and their counsel to accurately reflect the agreement of the parties."

- [] Granted
- [] Denied
- [] Modified

6. All of paragraph 10.

- [] Granted
- [] Denied
- [] Modified

7. All of paragraph 11.

- [] Granted
- [] Denied
- [] Modified

DATED:

Judge of the Superior Court